

JUST OPENED a case of children's and ladies' under-clothing, in chemises, night dresses, petticoats, drawers, and flannels, in good style and workmanship, at **W. READING'S**, Berlin House, 25a, George-street.

WAX FLOWERS AND FRUIT, raised needlework in wove, best work and embroidery. Lessons given there, accomplishments daily, at **W. READING'S**, Berlin House, 25a, George-street.

GENERAL DRAPERY and Family Linen Establish-
ment, 21a, George-street. **J. TAIT AND CO.**, 21a,
George-street.

FAMILY OUTPITS at REDUCED PRICES.—Mrs.
MAY begs to remind Ladies that she has every
article required for families for long sea voyages, and that,
in comparison, her prices will be found lower than most
other houses. Her prices will be found lower than most
other houses.

Quid, amounting to £30 and over, a discount of 10 per
cent. allowed.

Ditto ditto £10 ditto, ditto ditto 5 per cent.

Ditto ditto £5 ditto, ditto ditto 2½ ditto.

N.B.—Orders by post from all parts of the country

Postage, 1s. **MR. MAY'S** Outfitting and Baby Linen Ware-
house, 21a, Hunter-street, four hours from Pitt-street.

FRIEND THOMPSON, SYMONDS, and CO., (late
David Jones and CO.) George and Barrack streets.

Carpet and Upholstery Warehouses.

Kidderminster Carpets.

Braemar ditto.

Velvet ditto.

Velvet ditto.

In original and rich designs, with heartbeats to match.

N.B.—The store in this branch has received considerable

additions, particularly Catherine Adamson.

5-8, 10-12, and 14-16 French ditto.

16, 18, 20, and 22 inch linen staircloths

30 to 40 inch brass stairrods

A large and rich stock of velvet pile tapestry, and bordered

cloth table covers, in all sizes

Damask, 8-12, 14-16, 18-20

8-4 coloured damask table covering

8-4 and 10-12 ditto

8-4 furniture cloth, various colours

6-8 French damask, very rich

Velvet, 12-14, 16-18 ditto

All wool and union damask

Worsted and union fringes

Curtain hollies, drapery tassels, bell ropes

Drapery cords.

WORSTED CORNICE FRINGES.

Rich cornice fringe, faced with silk

Chair and sofa covers, and hassocks

Hair-making Venetian bindings

Crumb-cloth squares

Brussels and Kidderminster carpets, suitable patterns

Coloured silk velvets

Ditto Utrecht ditto

Velvet fringe, tassels, and bellion cords

Masonic aprons and jewels

Naval and military uniforms, gold and silver

Gold and silver fringe

THATRAIL TRIMMINGS.

White and yellow spangled shell

Clockwork, cock-scomb, and gauge lace

White and yellow spangles, gimp, &c.

JUST LANDED, by the undersigned, ex Europa, 15
on the best and most fashionable Hat, vis.—

Ditto ditto

Ditto shell ditto

Ditto merino ditto

Black Paro ditto

Ladies' riding ditto, and

Black Paro ditto, various colours

With a large assortment of military, navy, and tweed
capes, gold embroidered crowns and anchors, canons, &c.

Every description of hat and cap made to order on
the shortest notice.

B. MOUNTCASTLE, 22a, George-street, and 48,
Macquarie-street.

G. F. THOMPSON, SYMONDS, and CO., George
Street, Drapery, general outfitters. On hand
and ready for immediate use

Gen's white shirts

Ditto regatta ditto

Ditto flannel ditto

Ditto jacket ditto

Ditto underclothing in lambs wool, merino, flannel, and
elastic cotton.

A large selection of superior ready-made clothing, both

in light and warm materials specially adapted for a sea
voyage. Ladies' and children's underclothing, morning
wear, &c., sea cloths, and woolen materials, sheets of drawers specially
adapted for ship's cabin, with or without sergeweave.

The whole of these goods are marked at the lowest remunerating
prices. N.B.—Ship's cabin fitted up.

110 AND 120, PITT-STREET.—New Goods, by
the Star of Peace. **G. C. TUTING**, Beverley
House.

111 AND 120, PITT-STREET.—Drapes and Brown
Straw Hat, very cheap. **G. C. TUTING**.

111 AND 120, PITT-STREET.—Drapes and Brown
Straw Hat, from 3s. to 12s. **G. C. TUTING**.

111 AND 120, PITT-STREET.—Drapes and Brown
Straw Hat, from 3s. to 12s. **G. C. TUTING**.

111 AND 120, PITT-STREET.—Rice Straw
Bonnet, very cheap. **G. C. TUTING**.

111 AND 120, PITT-STREET.—Hat and Bonnet
Ribbons, the newest style. **G. C. TUTING**.

111 AND 120, PITT-STREET.—Cachemire Hood,
of a most magnificent quality. **G. C. TUTING**.

111 AND 120, PITT-STREET.—On MONDAY,
February 12th, G. C. TUTING's, quite new, neat, and genteel.

G. C. TUTING.

111 AND 120, PITT-STREET.—On MONDAY,
February 12th, a large lot of French Brocaded Silk Dresses, at
21s. 6d. **G. C. TUTING**.

111 AND 120, PITT-STREET.—French Wore
Shirts, very cheap. **G. C. TUTING**, Beverley
House.

HALL OF COMMERCE, South Head Road, near
Lyons-terrace.—Hat department. The very best black
Fancy hats, 17s. 6d., drab shell and merino hats, 11s. 6d.,
black, and brown, town hats, at 5s. 6d. 30 feet
bales, &c. Open on SATURDAY next, February 10th.

TO THE LADIES.—On SATURDAY next, February
11th, at the Hall of Commerce, South Head Road,
near Lyons-terrace.

Ladies' cashmere boots ... 5s. 6d.

Ditto ditto ... 5s. 6d.

Black ditto, superior ... 8s. 6d.

Ditto ditto, black sides ... 8s. 6d.

Children's boots and shoes, and all other goods, equally
low in price.

Note the address, Hall of Commerce, near Lyons-terrace,
South Head Road.

HALL OF COMMERCE, SOUTH HEAD ROAD.—
All the latest coats, from 3s. 6d.

Black ditto ... 3s. 6d.

Mohair ditto ... 3s. 6d.

Men's tweed ditto ... 12s. 6d.

All other goods equally low in price.

Open on SATURDAY next, February 1st.

TO VISITORS FROM THE INTERIOR.—At the
Hall of Commerce, South Head Road, you can get
books and cheaper than at any other house in Sydney;
also, men's and women's clothing, at the lowest possible prices.
One visit will convince you where to lay out your money to
the best advantage.

Open on SATURDAY next, February 1st.

HALL OF COMMERCE, South Head-road, near
Lyons-terrace.—The public are respectfully informed
that these new and extensive premises being now com-
pleted, will be opened on SATURDAY next, February 1st.

The principals upon which the business of the MONSTER
CLOTHING HALL is conducted, must be acknowledged to
just, equitable, and adventurous, as from the following ar-
rangements, all classes are guaranteed against imposition.

—Every article is marked in plain figures.

—No account is ever made.

—The money is returned for any article not giving
satisfaction.

Parents and Guardians before purchasing Boys' and
Youngs' Clothing should inspect the stock of Mssrs. H.
COHEN and CO.'s Black Paris Hatset 17s. 6d., the
same as that of the well-known Drapery, Tailoring, and
Clothing, Hat and Bonnet, Tailor, and Tailor's Tailor,
and every article connected with this branch of
trade. All Boys' and Shoes of first quality and
guaranteed.

In making this announcement the proprietors beg to state
that all goods sold at this establishment will be direct im-
portations from the first London houses; all damaged and
imperfect goods, such as sold at auction, being strictly ex-
cluded. As every article is marked in plain figures, no abatement
made from the price named.

Ladies' reserve your purchases until Saturday next, as
well a good article at the lowest possible price.

—The Hall of Commerce, Tailoring, and Tailor's Tailor,
and every article in the trade as cheap in propor-
tion.

Every watch and clock brought for repair will be
repaired in the presence of the party bringing it, and the
fees will be paid in advance, to prevent the overcharge so often made
in the trade. Every watch and clock repaired is warranted
for twelve months.

KYEZOR'S Silver Watches at £3 5s. are jewelled in
four holes, going fusee movement—to keep going while
winding, in elegant double-bottomed case, and warranted
to keep going within one minute per week. Watches
warranted to any part of the colony upon receipt of an order
for the amount.

NOTICE TO THE PUBLIC.—H. KYEZOR, Watch
and Clock Manufacturer, and Proprietor of the
Establishment, 145, George-street, Sydney, and Hunter
Street, 46, Edgeware Road, London, informs the
public that he has made a reduction of one-half
in price, to all the repairs for the repairs of English and
French watches, clocks, musical boxes, &c., &c.

Water-closets ... 2s. 6d.

Main spring ... 2s. 6d.

Verge ... 3s. 0d.

Watch dial ... 3s. 0d.

Gold watch bands per pair ... 2s. 0d.

Enamels ... 3s. 0d.

And every other article in the trade as cheap in propor-
tion.

Every watch and clock brought for repair will be
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KYEZOR'S Silver Watches at £3 5s. are jewelled in
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winding, in elegant double-bottomed case, and warranted
to keep going within one minute per week. Watches
warranted to any part of the colony upon receipt of an order
for the amount.

JUST OPENED, two cases of rich silk and maroc-
kin, Vest, at J. B. TICKLES, Temple of Fashion.

JUST OPENED, one case of best black cloth Vest, at
J. B. TICKLES, Temple of Fashion, 201, George-street.

JUST OPENED.—Two Cases of Best Black Paris Hats,
15, at J. B. TICKLES, Temple of Fashion.

JUST OPENED.—Four Cases of Ladies' and Alpaca
Coats at J. B. TICKLES, 201, George-street.

JUST OPENED.—One Case of Black Glace Silk Coats,
22s., at J. B. TICKLES, 201, George-street.

JUST OPENED.—Two Cases of Drab Russell Cord
Coats, 14s., at J. B. TICKLES, 201, George-street.

JUST OPENED.—Ladies' Riding Habit Maker, Temple of
Fashion, 201, George-street.

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kin, Vest, at J.

satisfied with the treatment he had received, and with the prospect of long confinement which Dr. Muller held out to him, caused a note to be written to the latter, intimating that his services would be dispensed with, the place being the ship's place himself under the name of an ordinary practitioner. The fact, however, was that the person under whose charge he really placed himself at that time was not a qualified practitioner at all. Having, as would appear, some knowledge of this, Dr. Muller took several other medical gentlemen with him to see the state of the case, and all these gentlemen observed that, at that time, the patient was apparently doing well. Some of them even pointed out to him that he was in no way very great danger in giving the care of Dr. Muller, under whom he had dispensed, so favourably for the attendance of an unqualified person. Under this person's care, however, he remained but two days. On the 12th day Dr. Læsens was called in. This gentleman at once declared that there had been no fracture, and caused Bibo to stand and move, which he was able to do. Most of the medical witnesses declared that, with such injuries as the plaintiff was said to have sustained, and with such treatment as he was given, he had, in fact, the fact of his being able to use his limb on the twelfth day would have been something altogether out of the common. Some of them, however, were of opinion that it would not be improbable, and cases of a similar nature were cited from recent medical works. Authorities were also cited in favour of the course of treatment which defendant had pursued. Another feature of the case which was in favour of the plaintiff was the assumed existence of any fracture, and the absence of evidence of such a fracture could not now be detected by examination. But this was declared by a majority of the professional witnesses, and was stated by some surgical works of authority to afford no reliable proof that a fracture had not existed. The swearing of Drs. Muller, Jonassens, and Egan, as to the fact that there was a fracture, was so positive as to render it impossible that they could be mistaken. Most of the professionals, however, assumed that the account was true, and called upon them as a basis for the formation of their opinion. There were, but two who gave opinions directly and wholly adverse to the defendant. These were Drs. Roberts and Burson. The former was of opinion that there had been no fracture, and thought that the three gentlemen who swore that there was one must have been mistaken, although he would not say that he disbelieved them. The defendant's opinion was in every respect adverse to the defendant's case, and, in my opinion, the positive evidence almost alluded to, and was not accompanied by an admission that this evidence might have been mistaken.

Part of the defendant's case was that Bibo had rather been the instrument of others than a suitor, in the earnest belief that he had been unskillfully treated, and the evidence was given to show that he had spoken to others having been urged to proceed against Dr. Muller, while he was not doing so, and he could obtain no money for the latter's services.

The defendant, it appeared, had never received any fees for his attendance upon the plaintiff.

His Honor told the jury that the question for their determination here was whether or not the defendant had exercised ordinary care and skill as a medical practitioner in and about the curing of the plaintiff's wound: such skill and care as the generally of competent medical practitioners would exercise in similar cases of fracture and of such difficulty as that of the plaintiff's case. If defendant had exercised this amount of skill and care, the verdict must be in his favour, but if otherwise a verdict must be found for the plaintiff, with such damages as would compensate him for whatever injuries he had sustained through the defendant's want of skill or care.

The jury, after about a quarter of an hour's consideration, found a verdict in favour of the defendant.

BURSON—Counsel.

Before Mr. Justice Milford and a jury of four.

SMITH AND ANOTHER V. HARDIMAN.

This was an action by husband and wife for an assault, and false imprisonment.

Mr. Martin appeared for the plaintiff; Mr. Isaacs for the defendant.

There was a quarrel it appeared between two boys, the plaintiff and Mr. Smith's brother. Mrs. Smith interfered, and it was she who was assaulted by the defendant. A warrant was taken out against the defendant. The charge against her was dismissed. It was preferred by the defendant's son, who appeared with a black eye, and the defendant himself was present, and the first to ask for hearing of the charge. Mrs. Smith's evidence, as being virtually the plaintiff's case, was received but not admitted. There was consequently no evidence to the alleged assault, and the only other material evidence for the plaintiff was an offer by him of £5 for a compromise of the action.

Verdict for the plaintiff—damages £10.

GREENHALGH V. CONYNS.

This was an action by a carrier for the carriage of certain goods from Sydney to Mudgee.

Mr. Moore appeared for the plaintiff; Mr. Wise for the defendant.

The goods, sixteen cwt., at 16s. 6d. a cwt., were carried and delivered according to agreement with the defendant. The only question was whether the vendor of the goods with whom the agreement for carriage was made was liable, and not the vendor to whom they were consigned. The plaintiff stated that the defendant in making the agreement said that he would pay him at the rate agreed upon: plaintiff never did pay him, but when he delivered the goods. For the defendant it was a common law, the law and usage were that the consignee should pay, the carrier having a lien on the goods. The defendant stated that he told the plaintiff he would get paid at the rate agreed upon, not that he would pay him, and for six months he heard nothing of a demand against him. The usage was proved to be that the consignee should pay.

COURT FOR THIS DAY.

JURY COURT.—**Callaghan v. Hannan; Byers v. Brown; Scrivener v. Kain; Eddie and another v. Greer; Scard v. Drennan.**

BANCO COURT—**Robertson v. Groen.**

INSOLVENT COURT.—Two Judges will sit at ten o'clock, this morning, to dispose of motions in insolvency, &c.

NEW YORK JURORS.—The jurors on Thursday's panel in both Courts will be required to attend to-day, at eleven o'clock.

RULES IN EQUITY.—**Green v. Carroll; Badham v. Holt; Arkins v. Ferris.**—On the hearing of this case will, in all probability, have to be postponed, it being thought better to proceed with the trial of causes.

COURT OF REQUESTS.—**£30 JURISDICTION.**

FRIDAY.—**Brown** the Commissioner and two assessors.

Mr. T. TURNER.—This was an action to recover compensation for damage, from the non-removal of certain premises by George Rogers, the late Mr. Slade, in his life time, to plaintiff, and the defendant, as the executrix of Slade, refused to render. The sum sued for was £30. The parties in this case have been repeatedly before the Court under similar circumstances. The plaintiff, in question, according to plaintiff's statement, consists of a shop fronting George-street, four rooms, a kitchen, and use of yard, all stored in the rear, which, as alleged, he rented at £3 10s. per week from Slade. These stores are particularly well suited for litigation, the defendant averring that the stores were not leased with the shop and rooms. In support of the plaintiff and other witnesses deposed to the circumstance of the letting of the premises, and gave direct evidence to the effect that both Slade and defendant included the stores in the letting. Defendant at first said that he would do some repairs, with reference to the stores, showing that they were included in the letting; a contention which took place at the time was detailed as follows.—Mr. T. Turner said, "that when some old lumber that was in the stores was disposed of, she would give up the keys, and also she hoped 'that no heavy cases would be put in the shop, as he (plaintiff) would have plenty of room in the stores.' There was no evidence adduced for the defence, but the learned counsel argued on the side (Mr. Dally) addressed the Court at considerable length, reviewing and adverting upon the testimony of the plaintiff, and the plaintiff's cross-examination, without seeking to corroborate in certain particulars as it was by other witnesses, they would find for the plaintiff. He submitted to the Court that, as plaintiff had occupied the premises with the exception of the stores, for six months, (a circumstance which appeared on the cross-examination,) without seeking compensation for the same, that fact was a weight in his claim, and went to prove that the stores had not been included in the letting. His Honor submitted the case to the assessors, with a few observations. If they believed the plaintiff, and the plaintiff corroborated in certain particulars as it was by other witnesses, they would find for the plaintiff, but they had something to consider in the fact that the plaintiff had not sued for the withheld premises for a period of six months. The Court rendered a verdict for plaintiff, amount, £7 10s. Attorneys for the plaintiff, Messrs. Bream and Michael; counsel for defendant, Mr. Dally.

WREN V. WHELDON.—This was an action to recover £11 15s., for damages alleged to have been sustained by plaintiff, in consequence of the negligence of the defendant. It appeared, from the plaintiff's statement, that he was a waterman, plying with a boat between the Watermen's Stairs, at the end of Windmill-street, and the North Shore. On the day laid in, the plaintiff, the complainant had rowed some passengers to the North Shore; after landing them he fastened his boat to the public pier, near the Ferry Company's Wharf. While the boat lay thus fastened the *Scamper*, *Herald*, in charge of the defendant, came into contact with it, and injured it to the extent of £11 15s., for which the sum was now brought. The evidence of the witness failed to prove the allegation, and the court gave a verdict for defendant.

BANFALL AND ANOTHER V. MURPHY.—This was an action to recover the sum of £18 4s., the value of a pair of bran, and certain socks containing the same, sold and delivered by plaintiff to defendant. The sale and delivery was proved, and no witness was present to support the plea, the court returned a verdict for the full sum in favour of plaintiff.

CORSON V. OUA.—An action to recover a sum of £11. A promissory note was put in, purporting to have been given by defendant, in reckoning to debt due by him to plaintiff. The genuineness of the debt was not denied, but defence to the action was taken, because as alleged, no demand of payment upon the note had ever been made, and also that a set-off amounting to £3 8s. was due by plaintiff to defendant.

It was proved that a demand for payment had been made, and the Court returned a verdict in favour of the plaintiff for the full sum.

BANFALL AND CO. V. CHATTON AND HOWARD.—This was an action to recover £20 12s. for the value of certain goods, or the reserved price paid thereon, given by plaintiff to defendants for sale by auction. The plaintiff set forth that the defendants were authorized to sell the goods at a reserved price, £22 8s., contrary to which they sold the goods at £12 8s. This latter sum was tendered to the plaintiffs, but they refused to accept it, and the action was brought to recover the reserved price: £12 8s. was paid into court, and a verdict was given in favour of the plaintiff.

JOHNSON AND ANOTHER V. MURRAY.—This was an action to recover £10 12s. for the value of certain goods, or the reserved price paid thereon, given by plaintiff to defendants for sale by auction. The plaintiff set forth that the defendants were authorized to sell the goods at a reserved price, £22 8s., contrary to which they sold the goods at £12 8s. This latter sum was tendered to the plaintiffs, but they refused to accept it, and the action was brought to recover the reserved price: £12 8s. was paid into court, and a verdict was given in favour of the plaintiff.

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SALES BY AUCTION.

MONDAY at TUESDAY, 2nd and 3rd February.

To Furniture Buyers, Furniture Dealers, and others.

Bespoke Suits of elegant Furniture and Effects.

Fancy Furniture.

Elegant Pier Glasses.

Marble silver centrepieces.

Silver Services.

Silver of all kinds.

Diamonds, Jewellery.

Dressing-tables, Boxes.

Candy Boxes, Sweetmeats.

Porcelain ornaments.

Elegant Carpet, Steel Furnishers and Fire Irons.

Dining-room Furniture.

The Best House of Furniture in the Colony.

DURKIS, and LAMBERT have received

instructions from John Marks, Esq., who is

returning to England, to sell by auction, at his residence,

Wynyard-square, on MONDAY and TUESDAY, the

2nd and 3rd February, at 11 o'clock.

Without reserve.

The furniture, as per—

The MALL comprises,

Sport-tops, chairs, and other

Sport-tops, by M. N. Cohen

Satinets, umbrellas, stand, &c.

THE DINING-ROOM.

Mahogany carver, branch rug, fender, fire iron.

Mahogany and parcel-gilt ornaments.

Mahogany book-stand, bookcase top.

Mahogany pier-glass, gilt frame, 77 x 38

Mahogany clock, gilt hands.

Mahogany side-board, oak panels.

Mahogany sofa, oak panels.

Mahogany cabinet piano-forte, by Docket and Co.

BEDROOMS.

Four-post bedstead and canopy.

Iron bedsteads, marble washstands.

Hair mattresses, feather pillows and bolsters.

Elegant secretary.

Chests drawers, toilet cases.

OFFICE,

Fine glass case.

Plated ware, chin, glass.

KITCHEN,

Knife machine, by Kent.

Sausage machine.

Patent mangle, by Kent.

Dish-cloths, towels.

Kitchen table.

Mahogany sideboard.

Easy chairs.

Rosewood cabinet piano-forte, by Docket and Co.

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